



**Missouri Department of Mental  
Health Invitation for Bid #  
SDA49117001**

**Issue Date: August 16, 2016  
Title: Drop-In Centers  
Return Bid no later than: 2:00 PM (CST),  
September 13, 2016**

**Buyer: David Thompson**, Procurement Officer II  
E-Mail: David.Thompson@dmh.mo.gov

Telephone: (573) 526-5751

**Return bid to :**

**By Mail:** Department of Mental Health  
Purchasing and General Services  
1706 E. Elm St/P.O. Box 687  
Jefferson City, Missouri 65102

***Bids must be received at the above address no later than: 2:00 pm (CDT), September 13, 2016***

*Bids must be delivered in a sealed container. The bidder should print or type the IFB Number and Return Date on the lower left hand corner of the envelope or package to identify the package as a bid.*

**Bidder's Price:**

The bidder shall quote firm, fixed price on the attached pricing page. All cost associated with providing the required services shall be included in the stated price.

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I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract, as defined herein, shall exist between the bidder and the Department of Mental Health.

The authorized signer of this document certifies that the bidder named below and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Authorized Signature for the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Bidder Taxpayer ID#

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Contact Person E-Mail Address

\_\_\_\_\_  
Contact Person Phone #

**Notice of Award Section (State Use Only):**

This bid is accepted by the Department of Mental Health as follows:

\_\_\_\_\_  
Authorized Signature for the Department of Mental Health

\_\_\_\_\_  
Date

# **1. Introduction and General information**

## **1.1 Introduction:**

- 1.1.1 This document constitutes a request for competitive, sealed bids for the provision of Drop-In Center services for the Department of Mental Health (Department) as set forth herein.
- 1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:
- Section 1 (Introduction and General Information)
  - Section 2 (General Performance Requirements)
  - Section 3 (Specific Performance Requirements)
  - Section 4 (General Contractual Requirements)
  - Section 5 (Payments to the Contractor)
  - Section 6 (Bid Submission and Award)
  - Pricing Page
  - Exhibits
  - Attachments
  - Solicitation Terms and Conditions

## **1.2 Background Information:**

- 1.2.1 The Department of Mental Health, Division of Behavioral Health believes that adult mental health consumers should be supported in their efforts to recover from mental illness and live, work, learn, and participate fully in their communities. Consumer-run services are the heart of empowerment and embody the principles of recovery through formal and informal peer support, opportunities for telling one's story through creative expression, being mentored and becoming a mentor, learning self-management and problem-solving strategies, practicing skills for employment and everyday life, and advocating for themselves and others.
- 1.2.2 Confidential, short-term information and assistance can be provided for persons with mental illness in non-medical crisis situations. Individuals should be able to receive assistance from trained mental health consumers and their peers who have had similar experience and can relate to common situations on an individual basis. A Drop-In Center can offer practical advice and help in linking mental health consumers to community resources and peer support services.
- 1.2.3 Drop-In Center services are currently being provided via several contracts as listed below which will expire June 30, 2017. Copies of the below documents are available upon request.
- a. Contract SDA49113003 with NAMI of Southwest Missouri in the Southwest Region;
  - b. Contract SDA49113002 with the Truman Medical Center Behavioral Health Network in the Northwest Region;
  - c. Contract SDA49113005 with the Self Help Center in the Eastern Region; and
  - d. Contract SDA49113004 with Depression Bipolar Support Alliance of St Louis in the Eastern Region.
- 1.2.4 The Department estimates that approximately \$100,000 will be available to support one (1) additional contract award for a consumer operated Drop-In Center located in either the central or southeast region of the state.
- 1.2.5 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

## **2. General Performance Requirements**

2.1 The contractor shall provide Drop-In Center services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department. Services purchased by the Department shall consist only of those services described herein.

### **2.2 Coordination**

2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.

2.2.2 Upon contract award, the Department will identify the Department's Project Coordinator by name, telephone number and email address for the contractor.

2.2.3 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.

### **2.3 Correspondence**

2.3.1 Electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. Emails from the Department to the contractor which contain information confidential by law shall be encrypted to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.

2.3.1 The contractor shall encrypt any electronic correspondence containing information confidential by law.

### **2.4 Contractor's Personnel**

2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and

b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and

c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
  - b. shall not henceforth be in such violation, and
  - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.6 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex285.html>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of a contract.
- 2.7 **Collaboration**
- 2.7.1 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.
- 2.7.2 The contractor shall attend and/or otherwise participate in orientation, planning and other meetings with the Department, as required.
- 3. SPECIFIC PERFORMANCE REQUIREMENTS**
- 3.1 General Program Requirements**
- 3.1.1 The contractor shall make Drop-In Center services available to all mental health consumers.
- a. For purposes of this contract, a mental health consumer shall be defined as a person who has experienced, or is experiencing, symptoms consistent with serious mental illness and/or co-occurring mental illness and substance use disorder.
- 3.1.2 Persons served by the contractor need not be established consumers of the traditional mental health system.
- 3.1.3 The contractor shall operate the Drop-In Center as a Consumer-Operated Service Program (COSP). The COSP must be administratively and financially controlled by mental health consumers who plan, deliver, and evaluate the COSP services. The contractor shall operate the Drop-In Center with oversight by either:
- a. A Board of Directors which includes 70% primary mental health consumers, or
  - b. An Advisory Board, which includes 70% primary mental health consumers that will provide direction, leadership, and oversight to the mission and activities of the organization.
- 3.1.4 The contractor's Drop-In Center shall be staffed and operated primarily by mental health consumers.
- 3.1.5 The contractor's Drop-In Center shall also provide oversight through mental health consumers, paid staff and volunteers. The contractor shall provide policies and procedures on recruiting paid staff and volunteers to the Department upon request.
- 3.2 Drop-In Center Facility:**
- 3.2.1 The contractor shall provide the Drop-in Center services from a location within the region specified in the award issued by the state. Outreach and marketing shall encompass all counties within the awarded region as defined in Attachment A.
- 3.2.2 The contractor shall provide services at a facility easily accessible by mental health consumers.

- a. The contractor's facility should be located in close proximity to the primary population of the region.
- b. The contractor's facility should easily accessible by consumers utilizing public transportation.

3.2.3 The contractor's facility must be ADA accessible and include:

- a. Adequate and comfortable furnishings;
- b. Adequate restroom facilities;
- c. Private space where confidential information can be exchanged;
- d. Separate, private space where peer support groups can be held;
- e. Free local telephone access; and
- f. A computer with internet access for consumer use.

3.2.4 The contractor's Drop-In Center facility must have at least one (1) lockable administrative office. The administrative office must be equipped with:

- a. At least one (1) phone line used solely for drop-in center daily operations;
- b. A speaker telephone;
- c. Office furniture;
- d. A computer with internet access; and
- e. A lockable file cabinet for program records.

### **3.3 Drop-In Center Operations/Services:**

3.3.1 The contractor shall operate the Drop-In Center a minimum of thirty (30) hours per week and should be open a minimum of five (5) days per week.

- a. The contractor shall provide services in accordance with the operating scheduled described in the contractor's awarded bid in the Method of Performance. The contractor shall notify the Department of any proposed changes to the Drop-In Center operating schedule. Any changes to the operating schedule shall be subject to the final approval of the Department.

3.3.2 At a minimum, the contractor shall provide the following services:

- a. Formal peer support that encourages the principles of recovery;
- b. Opportunities for informal peer support;
- c. Training and support to assist consumers in telling one's story through creative expression;
- d. Mentoring and training to assist consumers in becoming mentors;
- e. Training in self-management, goal setting and problem-solving strategies;
- f. Activities to develop skills for employment and everyday life;
- g. Activities to develop and promote the ability to advocate for oneself and others;
- h. Activities to develop and promote wellness;
- i. Outreach activities, such as facilitating peer support groups, held in the community for consumer populations;
- j. One formal, recovery focused, peer support group per five (5) hours of services (six (6) formal peer support groups per a 30 hour week); and
- k. Recovery materials and peer support activities focused on co-occurring disorders, as determined by the needs of the individuals served.

3.3.2 The contractor shall establish working relationships with various community agencies in order to garner additional community support and referral services to serve the mental health consumer population.

- 3.3.4 The contractor shall develop, and make available to consumers, a community resources list/guide. The resource list/guide shall include, but is not limited to, information regarding:
- Supported employment services;
  - Education services;
  - Services in the community for food, shelter, health care, transportation and other daily living needs;
  - Services and groups for alcohol and drug addiction in community; and
  - Methods to access other community resources and programs utilized by mental health consumers.
- 3.3.5 **Program Manual:** The contractor shall operate the Drop-In Center in accordance with a Department-approved program manual. Within sixty (60) calendar days after authorization to proceed with services, the contractor shall, with assistance from the Department, develop a program manual, which shall include, but is limited to:
- A comprehensive description of the program, including activities and services;
  - The organizational structure, environment, and belief systems;
  - The operating principles and mission statement of the organization;
  - A listing of community networking (all formal and informal collaborating agencies);
  - Personnel policies and training outlines; and
  - Processes and policies to resolve complaints, grievances, and conflicts;
  - Data collection and quality improvement procedures.
- 3.3.6 **Staff Training:** The contractor shall collaborate with the Department to develop and implement standardized training curriculum for Drop-In Center personnel and volunteers. Training topics shall include, but are not limited to:
- Policies and Procedures (including confidentiality, sexual harassment and grievances);
  - Facilitation of peer support groups;
  - How to make appropriate referrals;
  - Advocacy;
  - The history of the consumer movement;
  - The principles of mental health recovery;
  - Using the United Way 211 system; and
  - Other required agency training.
- 3.4 Marketing and Outreach:**
- 3.4.1 The contractor shall market and publicize the Drop-In Center to adult mental health consumers in the awarded region.
- Within thirty (30) calendar days of contract award, the contractor shall submit a marketing/advertising plan to the Department for review and approval. The marketing plan must be designed to promote Drop-In Center services and activities and, at a minimum, include:
    - Publication methods for the Drop-In Center's dedicated telephone number and location;
    - Utilization of social media; and
    - Utilization of local media (newspapers, television and/or radio).
  - Upon Department approval, the contractor shall implement the marketing/advertising plan.
  - The contractor shall update its marketing/advertising plan yearly, upon contract renewal.
- 3.4.2 The contractor shall conduct outreach to consumer populations in the awarded region.
- Within thirty (30) calendar days of contract award, the contractor shall submit an outreach plan to the Department for review and approval. The outreach plan must be designed to reach out to mental health consumers to promote the availability of, and to encourage utilization of, Drop-In Center services.
  - Upon Department approval, the contractor shall implement the outreach plan.

c. The contractor shall update its outreach plan yearly, upon contract renewal.

### **3.5 Reporting:**

- 3.5.1 The contractor shall maintain all program records in a centralized filing system. The contractor shall ensure policies and procedures are in place for the access to and storage of program records to ensure confidentiality.
- 3.5.2 The contractor shall maintain an ongoing, unduplicated count of individuals utilizing Drop-In Center services throughout the contract period. The contractor shall provide such count to the Department, as requested.
- 3.5.3 The contractor shall maintain a daily log for all program activities. The contractor shall make the daily log available to the Department, as requested. The daily log must include, at a minimum, the following information:
- a. Type of activity;
  - b. Number of individuals participating in activity;
  - c. Name of individual facilitating the activity;
  - d. Local agencies/organizations utilized in the programming;
  - e. Summary of the activity; and
  - f. Any other information required by the Department.
- 3.5.4 The contractor shall submit monthly progress reports to the Department with its monthly invoices. The contractor shall submit monthly progress reports in the form and format specified by the Department and must include, at a minimum:
- a. An unduplicated and duplicated count of monthly attendance;
  - b. An unduplicated and duplicated count of individuals served by Certified Missouri Peer Specialists;
  - c. An unduplicated and duplicated count of individuals receiving employment services;
  - d. An overall count of individuals outreached through peer support groups;
  - e. A summary of activities for the month compiled from the daily program log;
  - f. Projected activities for the following month included projected dates;
  - g. A description of any problems or impediments encountered and proposed solutions; and
  - h. Additional information, as required by the Department.
- 3.5.5 The contractor shall participate in monthly conference calls with other COSP programs and the Department's Project Coordinator, or designee.

### **3.6 Quality Improvement:**

- 3.6.1 The contractor shall participate in Continuous Quality Improvement (CQI) throughout the duration of the contract.
- a. Within thirty (30) calendar days after authorization to proceed with services, the contractor shall submit a CQI plan for Department review and approval. The CQI plan must, at a minimum, identify:
    - 1) Personnel responsible for implementation of the plan, including qualifications and training;
    - 2) The process for distribution of evaluation results including feedback from membership and contractor's personnel; and
    - 3) The decision-making process to formulate and implement recommendations based upon results of the evaluation.
  - b. Upon Department approval, the contractor shall implement the CQI plan.
  - c. The contractor shall update its CQI plan yearly, upon contract renewal.
- 3.6.2 The contractor shall participate in an annual evaluation of the program.
- a. The Fidelity Assessment Common Ingredients Tool (FACIT) will be utilized for the annual Department conducted evaluation. FACIT will be provided to the contractor.

- b. Within thirty (30) calendar days of the contractor's receipt of the FACIT evaluation results, the contractor shall submit an action plan to the Department addressing any evaluation deficiencies or concerns.
  - 1) Upon Department approval, the contractor shall update the CQI plan and implement any required program changes.
- 3.6.3 The contractor shall recruit and provide a consumer evaluator to participate on the Statewide Consumer FACIT team.
  - a. The consumer evaluator shall participate on a time-limited, part-time basis and will be required to:
    - 1) Attend training provided by the Department;
    - 2) Participate in evaluations of various COSPs; and
    - 3) Provide the Department with an annual report of FACIT evaluation results.
  - b. The contractor shall:
    - 1) Pay the consumer evaluator an hourly wage of no less than the state minimum, for time participating in FACIT evaluation activities; and
    - 2) Reimbursement the consumer evaluator for travel expenses related to FACIT evaluation activities.
- 3.6.4 The contractor shall participate in the distribution and collection of Consumer Satisfaction Surveys, as required by the Department.

## **4 General Contractual Requirements**

### **4.1 General**

- 4.1.1 The contract shall consist of:
  - a. the Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto;
  - b. the proposal or bid submitted by the contractor in response to the IFB, as awarded; and
  - e. any subsequent amendments to the awarded contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
  - a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
  - b. The contract will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the contract will be amended to make such correction.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable.
- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government.
  - a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.



- 4.1.7 The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
- 4.1.8 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.2 Amendment, Termination and Renewal
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 The contractor understands and agrees that authorization for the Department to contract for the services required herein is granted each fiscal year by the Office of Administration and that authorization for additional contract periods requires the annual renewal of the authorization.
- 4.2.3 The contractor understands and agrees that funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.4 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.2.5 The Department shall have the right, at its sole option, to renew the contract for two additional one-year periods or any portion thereof. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.6 The contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period.
- 4.2.7 The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.
- 4.2.8 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
- 4.2.9 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- 4.2.10 Upon termination of the contract, the contractor shall maintain, store, transfer, and provide for the authorized release of all client records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.12 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 Subcontracting

- 4.3.1 The contractor may subcontract for the services/products required herein with prior written approval from the Department.
- 4.3.2 The contractor understands and agrees that utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include appropriate provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor understands and agrees that the contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 Conflict of Interest

- 4.4.1 By signing this contract the contractor certifies that the contractor has no other contractual relationships which create any actual conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 In accordance with state law, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities related to development, review, approval or oversight of the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract. Therefore, the contractor certifies that:
  - a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest with the proposed grantee. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 The contractor shall represents itself as an independent contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the State of Missouri.

#### 4.5 Business Compliance

- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have all licenses and/or certifications current which are required by law, rule or regulation.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

#### 4.6 Personnel and Staffing

- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contractor understands and agrees that by signing this document, they certify the following:
  - a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
  - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 4.6.3 The contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
- 4.6.4 The contractor agrees that this contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in Department required applications and/or financial reporting tools.
  - a. The contractor agrees that no personnel and/or individuals will be utilized in the performance of this contract who fail to meet specific qualifications required for services to be provided, as specified in the Department's service catalog for such service(s).
  - b. No substitution of provider qualifications shall be made by the contractor without written approval of the Department.
  - c. The contractor agrees that substitutions made pursuant to this paragraph shall be equal to or better than originally proposed, offered or identified.
- 4.6.5 The contractor understands and acknowledges that Department-approved staffing ratios and/or patterns are essential for providing certain services. Therefore, as applicable, the contractor shall maintain all Department-approved staff ratios, hours of services and/or patterns. The contractor shall maintain time, salary or hourly pay rate data and personnel records, as specified by the Department, to document compliance with this requirement.
  - a. The contractor may request a written waiver from the Department to vary from required staff ratios, hours of services and/or patterns.
  - b. The contractor understands and agrees that the Department may require a reduction of unit price(s) due to a contractor requested reduction of staff/resources upon which the unit price is based.

- c. The contractor understands and agrees that the Department reserves the right to recover excess payments made to the contractor when the contractor has failed to maintain required staff ratios, hours of services and/or patterns. Such recovery of payments shall be retroactive to the date of occurrence.

4.6.6 The contractor shall be responsible for assuring that all personnel including those of any subcontractor(s), are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

#### 4.7 Financial Requirements

4.7.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.7.2 Moneys received from the Department under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.

4.7.3 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

- b. The contractor shall not invoice federal or state tax.

4.7.4 The Department reserves the right to: 1) audit all invoices, 2) reject any invoice for good cause, 3) make invoice corrections and/or changes with appropriate notification to the contractor, and 4) deduct from an invoice any overpayment made by the Department.

#### 4.8 Insurance

4.8.1 The contractor understands and agrees that the Department and the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.8.2 The contractor shall be responsible for all injury or damage as a result of the contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.8.3 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.8.4 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.8.5 Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage shall be submitted to the Department as requested.

#### 4.9 Human Rights

4.9.1 The contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.

- 4.9.2 The contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
- 4.9.3 In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
- a. In addition to the above, the contractor shall make the following human rights assurances:
1. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
  2. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
  3. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
  4. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
  5. To develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
    - aa. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
    - bb. The identification of a person designated to handle affirmative action;
    - cc. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
    - dd. The exclusion of discrimination from all collective bargaining agreements; and
    - ee. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- c. The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- 4.9.4 The contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.
- 4.9.5 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.10 Recordkeeping and Reporting Requirements
- 4.10.1 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client

progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.

- 4.10.2 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.
- 4.10.3 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.10.4 The contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen within the six year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.
- 4.10.5 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.10.6 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
- 4.11 Notification Requirements
  - 4.11.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client.
  - 4.11.2 The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client or misuse of client funds/property.
- 4.12 Miscellaneous
  - 4.12.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
  - 4.12.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
  - 4.12.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
  - 4.12.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
  - 4.12.5 The contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.
  - 4.12.6 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

## **5. Payments to the contractor**

- 5.1 The contractor shall be paid in accordance with the firm, fixed price stated on the Pricing Page for services provided pursuant to the contract.
- 5.2 No other payments or reimbursements shall be made to the contractor other than the payments specified above.
- 5.3 The contractor shall submit its invoices on a monthly basis to:
- Department of Mental Health  
Division of Behavioral Health  
PO Box 687  
Jefferson City, MO 65102-0687
- 5.4 The contractor's monthly invoice must, at a minimum, include:
- The service month;
  - The contractor's contract number and state vendor code;
  - The contractor's authorized signature; and
  - Other information, as required by the Department.
- 5.5 The contractor shall submit its monthly progress reports with its invoices.
- 5.6 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department may reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.7 The Department, at its sole discretion, may:
- audit all invoices, in a manner determined by the Department;
  - reject any invoice for good cause;
  - make invoice corrections and/or changes with appropriate notification to the contractor;
  - deduct from an invoice any overpayment made by the Department; and
  - recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.8 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:
- require repayment for all or part of the goods and/or services in non-compliance;
  - withhold payments pending correction of the compliance deficiency by the contractor; or
  - withhold further payments for goods and/or services.
- 5.9 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

## **6 Bid Submission and Award**

### **6.1 Submission Requirements**

- 6.1.1 Bidders are allowed to bid on more than one location.. However, a separate bid must be submitted for each location. The state shall award a contract for only one (1) location which may be in either available region defined in Attachment A.

- 6.1.2 Bids must be signed, and returned (with all necessary attachments) to the Department by the date and time specified on the signature page of this document. Any form containing a signature line of the original IFB and any amendments must be signed and returned as part of the bid.
- 6.1.3 The bidder should include one (1) additional paper copy along with its original bid. In addition, the bidder should include an electronic copy of its entire bid, including all attachments, in Microsoft compatible or PDF format on a flash drive or CD(s).
- The front cover of the original hard copy bid should be labeled "original" and the front cover of any copies should be labeled "copy."
  - The bidder should ensure all copies and all media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the original hardcopy bid document shall govern.
- 6.1.4 Pursuant to Section 610.021 RSMo, bids and related documents shall not be available for public review until a contract has been awarded or all bids are rejected.
- 6.1.5 Because bids will be competitively evaluated based on the merits of the information presented, bidders are advised to be explicit in describing the:
- bidder's experience in providing similar services;
  - expertise of the bidder's proposed personnel; and
  - bidder's proposed methods for satisfying the requirements of the IFB.
- 6.1.6 It is highly desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information related to the evaluation categories. The Department is under no obligation to solicit such information if it is not included with the bid and the bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

## 6.2 **Other Bidder Notifications**

- 6.2.1 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the IFB to the buyer of record indicated on the first page of the IFB. Bidders and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
- 6.2.2 Bidders are strongly encouraged to read the attached Terms and Conditions. The bidder shall comply with all requirements stated in the Terms and Conditions.
- 6.2.3 *Bidders are advised that the only official position of the Department is that position which is stated in writing and issued as an IFB and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.*

## 6.3 **Business Compliance**

- 6.3.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but may not be limited to:
- Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)
  - Licenses, certifications, and/or accreditations for proposed staff



- 6.3.2 The bidder should enclose with its proposal a copy of currently dated corporate board minutes which authorize a particular person or position to enter the corporation into contractual agreement with the Department.
- 6.3.3 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein.
- a. The bidder shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of a contract.
- 6.3.4 **Debarment Certification:** The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- a. The bidder must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of contract.
- 6.4 **Evaluation and Award Process**
- 6.4.1 The Department shall evaluate bids from responsive bidders. Any contract(s) resulting from this IFB shall be awarded to the lowest and best responsive bidder.. After determining responsiveness, bids shall be evaluated in accordance with the following categories and respective weight criteria:
- |                                                                                                |             |
|------------------------------------------------------------------------------------------------|-------------|
| Cost                                                                                           | 90 Points   |
| Organization Experience/Reliability, Expertise of Personnel and Proposed Method of Performance | 1100 Points |
- 6.4.2 After an initial screening process, a technical question and answer conference or interview may be conducted with the bidder to clarify or verify information included in the bid.
- 6.4.3 The Department reserves the right to consider historic information and fact regarding the bidder, whether gained from the bid, question and answer conferences, references, or any other source, in the evaluation process.
- 6.4.4 Any award of a contract resulting from this IFB will be made only by written authorization from the Department. The Department reserves the right to make single or no awards as a result of this IFB.
- 6.5 **Evaluation of Cost:**
- 6.5.1 The cost evaluation shall be based on the firm, fixed monthly price(s) stated on the pricing page. . The proposed firm, fixed monthly pricing will be multiplied by 12 to arrive at the annual cost per the original contract period and each of the potential renewal periods to arrive at a total cost per region per bidder. The cost evaluation points shall be determined from the result of the calculation using the following formula:
- $$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{90}{\text{maximum cost points}} = \text{Cost evaluation points}$$
- 6.5.2 The bidder shall provide a budget/price analysis for the firm, fixed price quoted on the Pricing Page. The budget should be shown in sufficient detail to identify applicable cost areas related to the project. The bidder may utilize Section B of the Pricing Page or any other format to submit the project budget.
- a. In the event of a discrepancy between the bidder’s price breakdown and the Pricing Page, the Pricing Page shall govern.
- 6.6 **Subjective Evaluation**
- 6.6.1 The experience/reliability of the organization, the expertise of proposed personnel and bidder's proposed Method of Performance shall be subjectively evaluated, based on fact.

- 6.6.2 Information provided by the bidder in its response to the IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.
- 6.6.3 The **experience and reliability** of the bidder's organization shall be evaluated subjectively based on the ability of the bidder to perform the requirements stated herein. Therefore, the bidder should present detailed information regarding the organization's experience/reliability that demonstrates the ability to successfully perform the requirements of the IFB.
- a. The bidder should, at a minimum, provide the following information about the bidder's organization:
    - 1) The organization's history including the nature of the bidder's business, the types of services performed, the number of years in business as currently constituted and the bidder's website address, if any;
    - 2) A description of the organization's management structure;
    - 3) The bidder's experience in operating a Drop-In Center, including the number of years providing Drop-In Center services and the number of Drop-In Center clients served;
    - 4) The bidder's experience in managing a consumer-operated service program;
    - 5) The bidder's knowledge of, and experience with, the state mental health treatment system, including a description of the bidder's collaboration with other service agencies in the community; and
    - 6) The bidder's knowledge of, and experience with, provision of services to the mental health consumer population.
  - b. The bidder should provide relevant references which demonstrate the bidder's and any subcontractor's current and/or prior successful experience in providing services similar to those required herein. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. The bidder should, at a minimum, submit the following information for each reference provided:
    - 1) Name and address for the reference company;
    - 2) Reference contact person name, phone number and e-mail address;
    - 3) Description of services performed;
    - 4) Date(s) of services; and
    - 5) Dollar value of services.
- 6.6.4 The **expertise of the personnel** proposed by the bidder to perform the requirements of the IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information which identifies the qualifications and experience of personnel proposed for the project and information which demonstrates the proposed personnel's ability to successfully perform the required services.
- a. The bidder should, at a minimum, provide the following information about each of the bidder's proposed key personnel:
    - 1) Name and title;
    - 2) Educational degrees, including college or university, major, and dates;
    - 3) Specialized training completed, including dates;
    - 4) Licenses and/or certifications, including license/certification numbers and expiration dates;
    - 5) Number of years of experience in the area of service proposed;
    - 6) Number of years employed with the bidder;
    - 7) Previous employers, positions, and dates;
    - 8) Responsibilities over the past twelve (12) months;
    - 9) Experience in providing, coordinating or supervising drop-in center services or similar services;
    - 10) Planned duties/role proposed; and
    - 11) Number of hours per month proposed for services.
  - b. If personnel are not yet hired or named, the bidder should provide detailed descriptions of the required employment qualifications and detailed job descriptions of the position to be filled.

- 6.6.5 The bidder's proposed **Method of Performance** shall be evaluated subjectively based on the bidder's distinctive plan to perform the requirements of the IFB. Therefore, the bidder should present detailed information which describes the method or manner in which the bidder proposes to satisfy the requirements of the IFB. The information should be provided in a clear, concise and straightforward manner.
- a. The bidder should, at a minimum, provide the following information about the bidder's proposed Method of Performance:
- 1) Description of the need for a Drop-In Center in the proposed region;
  - 2) Description of the proposed facility, including the location, physical plant amenities, floor plan, accessibility for adult mental health consumers, and access to other community resources;
  - 3) Description of the organizations operating principles, philosophy, goals, and mission statement;
  - 4) Operating Schedule - Identify the proposed hours of operation and describe how the hours of operation meet the needs of consumers within the proposed region;
  - 5) Plans for staffing the Drop-In Center, including recruiting and training for paid staff and volunteers;
  - 6) Description of the program services offered including formal and informal peer support groups, wellness activities, opportunities for self-expression, employment supports, information on the history of the consumer movement, advocacy training, mentor training, self-management, goal setting, problem solving, and co-occurring disorders;
  - 7) Plans to provide outreach services to underserved populations;
  - 8) Program evaluation and quality improvement procedures;
  - 9) Plans to establish or continue the working relationships with other community service agencies;
  - 10) Plans to market and publicize the Drop-In Center to mental health consumers and the community;
  - 11) Description of other sources of funding, if any, to be utilized for operating the Drop-In Center.
  - 12) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance;
  - 13) Description of the structure in which members or recipients of services will be involved in the administrative and financial decision making process; and
  - 14) Economic Impact to Missouri - the bidder should describe the economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:
    - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
    - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
    - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- b. The bidder should provide a proposed implementation plan.

6.7 **Statutory Preferences:**

6.7.1 **Organizations for the Blind and Sheltered Workshop Preference:** Pursuant to Section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced, or assembled by a qualified nonprofit organization for the blind established pursuant to 41 United States Code (U.S.C.) Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to Section 178.920, RSMo.

- a. In order to qualify for the 10 bonus points, the following conditions must be met, and the following evidence must be provided:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the proposal:
  - Participation Commitment - The bidder must complete Exhibit #3, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the proposal is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment form.
  - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit #4, Documentation of Intent to Participate form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g., copy of certificate or Certificate Number for Missouri sheltered workshop). If the bidder submitting the proposal is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit #4, Documentation of Intent to Participate form, or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:

<http://www.dese.mo.gov/divspced/shelteredworkshops/index.html>.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

d. Commitment – If the bidder's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit #3, Participation Commitment, shall be interpreted as a contractual requirement.

6.7.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference: Pursuant to Section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced, or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

a. In order to qualify for the three (3) bonus points, the following conditions must be met, and the following evidence must be provided:

- 1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will

constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- 3) If the bidder is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the proposal:
- Participation Commitment - The bidder must complete Exhibit #3, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the proposal is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment form.
  - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit #4, Documentation of Intent to Participate form, signed and dated no earlier than the IFB issuance date by the SDVE or a letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the bidder submitting the proposal is a qualified SDVE, the bidder is not required to complete Exhibit #4 Documentation of Intent to Participate form, or provide a recently dated letter of intent.

*NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the service-disabled veteran's (SDV's) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs:*

[www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)

- b. Commitment – If the bidder's proposal is awarded, the SDVE participation committed to by the bidder on Exhibit #3, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more SDVs or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**Pricing Page**

- 1.     **Drop-In Center Services:**
- 1.1    In the table below, the bidder shall identify the region and the county for the location being proposed.
- 1.2    In the table below, the bidder must provide a firm, fixed price per month in the table below for providing the services in accordance with the provisions and requirements of the IFB. All costs associated with providing the required services shall be included in the stated price(s). The firm, fixed price shall not exceed \$8,333.33 per month for the original contract period and all potential renewal periods.

| Line Item | Region Proposed<br>(Central or Southeast) | County | Firm, Fixed Price<br>Per Month |
|-----------|-------------------------------------------|--------|--------------------------------|
| 001       | _____                                     | _____  | \$_____                        |

## Pricing Page (con't)

2. **Budget Analysis:** The bidder should complete the following table for the services proposed.

| Budget Categories                                                    | Quantity | Unit Price | Total |
|----------------------------------------------------------------------|----------|------------|-------|
| <b>Professional Personnel (list)</b>                                 |          |            |       |
| 1.                                                                   |          | \$         | \$    |
| 2.                                                                   |          | \$         | \$    |
| 3.                                                                   |          | \$         | \$    |
| 4.                                                                   |          | \$         | \$    |
| 5.                                                                   |          | \$         | \$    |
| 6.                                                                   |          | \$         | \$    |
| 7.                                                                   |          | \$         | \$    |
| 8.                                                                   |          | \$         | \$    |
| <b>Total Professional Personnel</b>                                  |          |            | \$    |
| <b>Support Personnel (list)</b>                                      |          |            |       |
| 1.                                                                   |          | \$         | \$    |
| 2.                                                                   |          | \$         | \$    |
| 3.                                                                   |          | \$         | \$    |
| 4.                                                                   |          | \$         | \$    |
| 5.                                                                   |          | \$         | \$    |
| <b>Total Support Personnel</b>                                       |          |            | \$    |
| <b>Travel Expenses (list)</b>                                        |          |            |       |
| 1.                                                                   |          | \$         | \$    |
| 2.                                                                   |          | \$         | \$    |
| 3.                                                                   |          | \$         | \$    |
| 4.                                                                   |          | \$         | \$    |
| 5.                                                                   |          | \$         | \$    |
| <b>Total Travel Expenses</b>                                         |          |            | \$    |
| <b>Materials and Supplies (list)</b>                                 |          |            |       |
| 1.                                                                   |          | \$         | \$    |
| 2.                                                                   |          | \$         | \$    |
| 3.                                                                   |          | \$         | \$    |
| 4.                                                                   |          | \$         | \$    |
| 5.                                                                   |          | \$         | \$    |
| <b>Total Materials and Supplies</b>                                  |          |            | \$    |
| <b>Other Components/Overhead (List)</b>                              |          |            |       |
| 1.                                                                   |          | \$         | \$    |
| 2.                                                                   |          | \$         | \$    |
| 3.                                                                   |          | \$         | \$    |
| 4.                                                                   |          | \$         | \$    |
| 5.                                                                   |          | \$         | \$    |
| <b>Total Other Components/Overhead</b>                               |          |            | \$    |
| <b>Total Price (must equal the price quoted on the Pricing Page)</b> |          |            | \$    |

**EXHIBIT #1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the \_\_\_\_\_ (Department of Mental Health) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date



**EXHIBIT #1(cont)**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT #1 (cont)**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT #1 (cont)**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Exhibit #2:

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).*

***(Before completing certification, read instructions for certification below)***

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT #3**

**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's bid.

| <b>Organization for the Blind/Sheltered Workshop Commitment Table</b>                                                                                                                                                                                                                                                                                                         |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>                                                                                                                                                                                                                                                                                                      | <b>Committed Participation</b><br>(\$ amount or % of total value of contract) | <b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b><br><br><i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.                                                                                                                                                                                                                                                                                                                                                                            |                                                                               | Product/Service(s) proposed:<br><br>-----<br>IFB Paragraph References:                                                                                                                                                                                                                                                                                                                                                    |
| 2.                                                                                                                                                                                                                                                                                                                                                                            |                                                                               | Product/Service(s) proposed:<br><br>-----<br>IFB Paragraph References:                                                                                                                                                                                                                                                                                                                                                    |

| <b>SDVE Participation Commitment Table</b>                                                                                                                                                                                                                                                                                           |                                                                                                      |                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |                                                                                                      |                                                                                                                                                                                                                                                                                                                                         |
| <b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>                                                                                                                                                                                                                                           | <b>Committed Percentage of Participation for Each SDVE</b><br>(% of the Actual Total Contract Value) | <b>Description of Products/Services to be Provided by Listed SDVE</b><br><br><i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.                                                                                                                                                                                                                                                                                                                                   | %                                                                                                    | Product/Service(s) proposed:<br><br>-----<br>IFB Paragraph References:                                                                                                                                                                                                                                                                  |
| 2.                                                                                                                                                                                                                                                                                                                                   | %                                                                                                    | Product/Service(s) proposed:<br><br>-----<br>IFB Paragraph References:                                                                                                                                                                                                                                                                  |
| <b>Total SDVE Percentage:</b>                                                                                                                                                                                                                                                                                                        | <b>%</b>                                                                                             |                                                                                                                                                                                                                                                                                                                                         |

**EXHIBIT #4**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE \_\_\_\_\_

Name of Organization: \_\_\_\_\_  
(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
(or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_  
(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
(Organization for the Blind, Sheltered Workshop, or SDVE)

\_\_\_\_\_  
*Date*  
(Dated no earlier than the IFB issuance date)

**EXHIBIT #4 (con't)**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified herein to the state agency and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if known)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

## **Counties within Each Region**

### **Central Region**

Adair  
Audrain  
Boone  
Callaway  
Camden  
Carroll  
Chariton  
Clark  
Cole  
Cooper  
Howard  
Knox  
Laclede  
Lewis  
Macon  
Marion  
Miller  
Moniteau  
Monroe  
Montgomery  
Morgan  
Osage  
Pettis  
Pike  
Pulaski  
Ralls  
Randolph  
Saline  
Schuyler  
Scotland  
Shelby

### **Southeast Region**

Bollinger  
Butler  
Cape Girardeau  
Carter  
Crawford  
Dent  
Douglas  
Dunklin  
Gasconade  
Howell  
Iron  
Madison  
Maries  
Mississippi  
New Madrid  
Oregon  
Ozark  
Pemiscot  
Perry  
Phelps  
Reynolds  
Ripley  
St. Francois  
St. Genevieve  
Scott  
Shannon  
Stoddard  
Texas  
Washington  
Wayne  
Wright



**Missouri Department of Mental Health**  
**Terms and Conditions for Department of Mental Health Solicitations** (rev 10.5.11)

**1. Terminology/Definitions**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) or a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an IFB, RFQ or to a contract.
- b. **Attachment** applies to all forms which are included with an IFB or RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- d. **Bid Target Date and Time** and similar expressions mean the requested RFQ target date and time for the receipt of bids.
- e. **Bidder** means the person or organization that responds to an IFB or RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB or RFQ document.
- f. **Buyer** means the procurement staff member of the Department of Mental Health.
- g. **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB or RFQ and who enters into a contract.
- j. **Department** means the Missouri Department of Mental Health.
- k. **Exhibit** applies to forms which are included with an IFB or RFQ for the bidder to complete and submit with the bid.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- o. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB or RFQ. The pricing pages must be completed and submitted by the bidder with the bid.
- p. **Request for Quotation (RFQ)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. Applicable Laws and Regulations**

- 2.1 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 2.2 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- 2.3 The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- 2.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 2.5 The exclusive venue for any legal proceeding relating to or arising out of the IFB, RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- 2.6 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. Open Competition**

- 3.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB or RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB or RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB or RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 3.2 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB or RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB or RFQ, any questions received less than ten calendar days prior to the bid opening date may not be answered.
- 3.3 Bidders are cautioned that the only official position of the Department is that which is issued by the Department in the IFB or RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.4 The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.5 The Department reserves the right to officially amend or cancel an IFB or RFQ after issuance.

### **4. Preparation of Bids**

- 4.1 Bidders must examine the entire IFB or RFQ carefully. Failure to do so shall be at bidder's risk.
- 4.2 Unless otherwise specifically stated in the IFB or RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- 4.3 Unless otherwise specifically stated in the IFB or RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- 4.4 Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB or RFQ.
- 4.5 In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB or RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB or RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (a) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB or RFQ.
- 4.6 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB or RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 4.7 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB or RFQ.
- 4.8 Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- 4.9 Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

### **5. Submission of Bids**

- 5.1 Bids in response to a RFQ should be received in the Department office prior to the target time and date specified in the RFQ and may be submitted to the Department:
  - a. in hard copy format delivered to the Department purchasing office;
  - b. by fax to the Department purchasing office; or
  - c. by e-mail to the Department buyer
- 5.2 Bids submitted in response to an IFB must be sealed in an envelope or container, and received in the Department purchasing office specified in the IFB no later than the exact opening time and date specified in the IFB.
- 5.3 All bids must be submitted and signed by a duly authorized representative of the bidder's organization, contain all information required by the IFB or RFQ, and must be priced as required.

- 5.4 Any envelope or container containing a bid should be clearly marked on the outside with the official RFQ or IFB number and the official target date and time (RFQ) or the official bid opening date and time (IFB). Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- 5.5 A bid which has been delivered to the Department office, may be modified by signed, written notice which has been received by the Department prior to the official target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to modify a bid shall not be honored.
- 5.6 A bid which has been delivered to the Department office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to withdraw a bid shall not be honored.
- 5.7 A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.

## **6. Bid Opening**

- 6.1 Bid openings are public on the opening date and at the opening time specified in the IFB document. The Department will not provide prices or other bid information via the telephone.
- 6.2 Bids submitted in response to an IFB which are not received in the Department office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **7. Preferences**

- 7.1 In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- 7.2 In accordance with Executive Order 05-30, contractors are encouraged to employ certified minority and women-owned businesses in selecting subcontractors.

## **8. Evaluation/Award**

- 8.1 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- 8.2 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the Department.
- 8.3 Bidders are encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB or RFQ, pricing shall be evaluated at the maximum potential financial liability to the Department.
- 8.4 Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- 8.5 In the event all bidders fail to meet the same mandatory requirement in an IFB or RFQ, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- 8.6 The Department reserves the right to reject any and all bids.
- 8.7 When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- 8.8 Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- 8.9 Any award of a contract shall be made by notification from the Department to the successful bidder. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- 8.10 The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Department.
- 8.11 All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- 8.12 The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 8.13 The final determination of contract award(s) shall be made by the Department. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the procedures contained in 9 CSR 25-2.505.

## **9. Contract/Purchase Order**

- 9.1 By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB or RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 9.2 A binding contract shall consist of: (1) the IFB or RFQ and any amendments thereto, (2) the contractor's response (bid) to the IFB or RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB or RFQ shall be incorporated into the contract by reference.
- 9.3 A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- 9.4 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. Invoicing and Payment**

- 10.1 The Department does not pay state or federal taxes unless otherwise required under law or regulation.
- 10.2 The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 10.3 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 10.4 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB or RFQ.
- 10.5 The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- 10.6 All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- 10.7 The Department reserves the right to purchase goods and services using the state purchasing card.

- 11. **Delivery:** Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. Inspection and Acceptance**

- 12.1 No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 12.2 All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 12.3 The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 12.4 The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.

## **13. Warranty**

- 13.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- 13.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

## **14. Conflict of Interest**

- 14.1 Officials and employees of the Department, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 14.2 The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. Remedies and Rights**

- 15.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.

- 15.2 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.
- 16. Cancellation of Contract**
- 16.1 In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- 16.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- 16.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- 16.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- 17. Communication and Notices:** Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.
- 18. Bankruptcy or Insolvency**
- 18.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- 18.2 Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
- 19. Invention, Patents and Copyrights:** The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
- 20. Non-Discrimination and Affirmative Action**
- 20.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
- A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - The identification of a person designated to handle affirmative action;
  - The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  - The exclusion of discrimination from all collective bargaining agreements; and
  - Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- 20.2 If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.
- 21. Americans with Disabilities Act:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- 22. Filing and Payment of Taxes:** The Department cannot contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.
- 23. Titles:** Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.